

Nanshi Ignacio, Pro se,  
9000 S. Las Vegas Blvd., #1265,  
Las Vegas, Nevada 89123  
(858) 566-5489

ENTERED  
COUNSEL/PARTIES OF RECORD

2008 JUN -2 P 2:24

IN THE UNITED STATES DISTRICT COURT  
CLERK US DISTRICT COURT  
DISTRICT OF NEVADA  
IN AND FOR THE DISTRICT OF NEVADA  
BY \_\_\_\_\_ DEPUTY

NANSHI IGNACIO,

Plaintiff,

Vs.

CITIMORTGAGE,

Defendant.

**2:08-cv-00711-JCM-RJJ**

**VERIFIED COMPLAINT**

**AND EMERGENCY MOTION FOR**

**EX PARTE TEMPORARY**

**RESTRAINING ORDER**

VERIFIED COMPLAINT

AND EMERGENCY MOTION FOR EX PARTE TEMPORARY RESTRAINING ORDER

COMES NOW the Plaintiff, NANSHI IGNACIO, pro-se, and sues  
Defendant CITIMORTGAGE., and as grounds therefore would state as  
follows:

PRELIMINARY STATEMENT

1.

This Complaint is filed under the Truth in Lending Act, 15  
U.S.C. section 1601 hereinafter called the "Act") to enforce the  
plaintiff's right to rescind a consumer credit transaction, to  
void the Defendant's security interest in the Plaintiff's homes,

1 and to recover statutory damages, reasonable fees and cost by  
2 reason of the Defendant's violations of the Act and Regulation  
3 Z, 12 C.F.R. section 226 (hereinafter called "Regulation Z").  
4

5 JURISDICTION

6 2.

7 Jurisdiction is conferred on this Court by 15 U.S.C.  
8 section 1640 (e) and 28 U.S.C. sections 1331, 1337. The Court  
9 has authority to issue a declaratory judgment by virtue of 28  
10 U.S.C. section 2201.

11 PARTIES

12 3.

13 The Plaintiff, NANSHI IGNACIO, is natural person, and owner  
14 of property at 9000 S. Las Vegas Blvd., #1265, Las Vegas, Nevada  
15 89123.

16 4.

17 Defendant CITIMORTGAGE., is a corporation organized and existing  
18 pursuant to the Laws of the state of Nevada, engaged in the  
19 business of mortgage financing at P.O.Box 6006, The Lakes,  
20 Nevada, 88901. The Defendant CITIMORTGAGE is also the duly  
21 appointed substitute trustee.

22 6.

23 At all times material hereto, the Defendant, in the  
24 ordinary course of its business, regularly extended, or offered  
25 to extend, consumer credit, for which a finance charge is or may  
26 be imposed or which, by written agreement, is payable in more  
27 than four installments.

28 FACTUAL ALLEGATIONS

1 7.

2 On or about January 09, 2007, Plaintiff entered into a  
3 consumer credit transaction ("the transaction") with Defendant  
4 in which the extended consumer credit was subject to a finance  
5 charge and which was initially payable to the Defendant.

6 8.

7 A true and correct copy of the credit agreement evidencing  
8 the transaction is attached hereto, marked as PLAINTIFF'S  
9 EXHIBIT A, and by reference is incorporated herein.

10 9.

11 As part of this consumer credit transaction, the Defendant  
12 retained a security interest in 9000 S. Las Vegas Blvd., #1265,  
13 Las Vegas, Nevada, 89123, which Plaintiff owns.

14 10.

15 The security interest was not created to finance the  
16 acquisition or initial construction of Plaintiff's home.

17 11.

18 A true and correct copy of the mortgage evidencing the  
19 Defendant's security interest is attached hereto, marked  
20 PLAINTIFF'S EXHIBIT B, and by reference is incorporated herein.

21 FIRST CAUSE OF ACTION

22 12.

23 This consumer credit transaction was subject to the  
24 Plaintiff's right of rescission as described by 15 U.S.C.  
25 section 1635 and Regulation Z, 12 C.F.R. section 226.23.

26 13.

27 In the course of the consumer credit transaction Defendants  
28 violated 15 U.S.C. Section 1635 (a) and Regulation Z section

1 226.23 (b) by failing to deliver to the Plaintiffs two copies of  
2 a notice of the right to rescind that:

3  
4 a. Identified the transaction.

5 b. Clearly and conspicuously disclosed the security  
6 interest in the Plaintiff's home.

7 c. Clearly and conspicuously disclosed the Plaintiff's  
8 right to rescind the transaction.

9  
10 d. Clearly and conspicuously disclosed how to exercise  
11 the right to rescind the transaction, with a form  
12 for that purpose designating the address of  
13 Defendant's place of business.

14 e. Clearly and conspicuously disclosed the effects of  
15 the transaction.

16  
17 f. Clearly and conspicuously disclosed the date the  
18 rescission period expired.

19  
20 14.

21 The disclosure statement issued in conjunction with this  
22 consumer credit transaction, and attached as PLAINTIFF'S EXHIBIT  
23 C, violated the requirements of Truth in Lending and Regulation  
24 Z in the following and other respects:

25 a. By failing to include in the finance charge certain  
26 charges imposed by the Defendant payable by  
27 Plaintiff incident to the extension of credit as  
28

1 required by 15 U.S.C. section 1605 and Regulation Z,  
2 section 226.4, thus improperly disclosing the finance  
3 charge in violation of 15 USC section 1638 (a) (3)  
4 and Regulation Z section 226.18 (d). Such amounts  
5 include, but are not limited to  
6

- 7
- 8 i. The broker fee.
  - 9 ii. The credit report fee, which is not a bona fide  
10 and reasonable fee.
  - 11 iii. The recording fees in excess of the actual  
12 recording fee which are therefore not a "bona  
13 fide and reasonable" fee.
  - 14 iv. The settlement or Closing fee.
- 15

16

17 b. By improperly including certain charges, in the  
18 amount financed, which are finance charges,  
19 including but not limited to those itemized in  
20 Paragraph 12 (a) herein, the Defendant improperly  
21 disclosed the amount financed in violation of 15  
22 U.S.C. section 1638 (a) (2) and Regulation Z,  
23 section 226.18 (b); and  
24

25

26 c. By calculating the annual percentage rate (APR)  
27 based upon improperly calculated and disclosed  
28 finance charges and amount financed, 15 U.S.C.

1 section 1606, Regulation Z, section 226.22, the  
2 Defendant understated the disclosed annual  
3 percentage rate in violation of 15 U.S.C. section  
4 1638 (a) (4) and Regulation Z, section 226.18 (c).  
5

6 15.

7 The disclosures improperly made by Defendants as itemized  
8 in paragraph 13 are material disclosures as defined in the Truth  
9 in Lending Act, 15 U.S.C. section 1602 (u), Regulation 226.23  
10 n. 48.

11 16.

12 The finance charge and APR were underdisclosed by more than  
13 the tolerance levels set forth in U.S.C. section 1635 (f).

14 17.

15 By reason of the material violations of 15 U.S.C. section  
16 1638, Plaintiff has a right of rescission for three years from  
17 the date of consummation of the loan pursuant to U.S.C. (f).

18 18.

19 Plaintiff rescinded the transaction by sending to  
20 Defendants at their business address by mail a notice of  
21 rescission.

22 19.

23 More than 20 calendar days have passed and Defendants have  
24 failed to take any action necessary or appropriate to reflect  
25 the termination of any security interest created under this  
26 transaction, including the security interest describe as  
27  
28

1 required by 15 U.S.C. section 1635 (b) and Regulation Z section  
2 226.23 (d) (2).

3 20.

4 The Defendant has failed to return to the Plaintiff any  
5 money or property given by the Plaintiff to anyone, including  
6 the Defendant, as required by 15 U.S.C. 1635 (b) and Regulation  
7 Z 226.23 (d) (2).

8 21.

9 As a result of the aforesaid violations of the Act and  
10 Regulation Z, pursuant to 15 U.S.C. sections 1635 (a), 1640 (a),  
11 and 1641 (c), Defendant is liable to Plaintiff for:

12 a. Rescission of this transaction.

13 b. Termination of any security interest in  
14 Plaintiff's property created under the  
15 transaction  
16

17 c. Return of any money or property given by the  
18 Plaintiff to anyone including the Defendant,  
19 in connection with this transaction.  
20

21 d. Statutory damages for disclosure violations.

22 e. Statutory damages for failure to respond  
23 properly to Plaintiff's rescission notice.

24 f. Forefeiture of return of loan proceeds.

25 g. Actual damages in an account to be  
26 determined at trial.  
27

28 h. Costs of this action.

PRAYER FOR RELIEF

WHEREFORE, it is respectfully prayed that this Court:

1. Assume jurisdiction of this case.
2. Declare the security interest in Plaintiff's home void.
3. Rescind the subject loan transaction.
4. Order Defendant to take all action necessary to terminate any security interest in Plaintiff's property created under the transaction and that the Court declare all such security interest void, including but not limited to the mortgage related to the subject transaction.
5. Order the return to the Plaintiff of any money or property given by the Plaintiff to anyone, including Defendant, in connection with the transaction.
6. Enjoin Defendant, during the pendency of this action, and permanently thereafter, from instituting, prosecuting, or maintaining foreclosure proceedings on the Plaintiff's property, from recording any deeds or mortgages regarding the property or from otherwise taking any steps to deprive Plaintiff of ownership of the property.
7. Award the Plaintiff statutory damages for the disclosure violation, in the amount of twice the finance charge in

1 connection with this transaction, but not less than \$200  
2 or more than \$2,000 as provided under 15 U.S.C. section  
3 1640 (a).;

4 8. Award the Plaintiff statutory damages for Defendant's  
5 failure to respond properly to the Plaintiff's rescission  
6 notice, in the amount of twice the finance charge in  
7 connection with this transaction, but not less than \$200  
8 or more than \$2,000 as provided under 15 U.S.C. 1640 (a).  
9

10 9. Order that, because of Defendant's failure to respond to  
11 the Plaintiff's notice of rescission, the Plaintiff has  
12 no duty to tender, but in the alternative, if tender is  
13 required, determine the amount of the tender obligation  
14 in light of all of the Plaintiff's claims, and order the  
15 Defendant to accept tender on reasonable terms and over a  
16 reasonable period of time;  
17

18 10. Award actual damages in an amount to be established at  
19 trial;  
20

21 11. Award Plaintiff costs

22 12. Award such other and further relief as the Court deems  
23 just and proper.  
24

25 **VERIFICATION**

26  
27 Plaintiff/Affiant declares that she has read the foregoing  
28 Verified Complaint and under penalty of perjury that the

1 foregoing facts and allegations as contained therein are true  
2 and correct.

3 *Nanshi*

4 Nanshi Ignacio, Plaintiff/Pro Se  
5 9000 S. Las Vegas Blvd. #1265  
6 Las Vegas, Nevada 89123

7 *06-02-08*

8 Date

9  
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27  
28 Nanshi Ignacio, Pro se,

## **Exhibit A**

### **PLAINTIFFS EXHIBIT A.**

**ESTIMATED HUD 1 SETTLEMENT  
STATEMENT – LENDER NEVER PROVIDED  
THE FINAL HUD 1 SETTLEMENT  
STATEMENT -**

A. Settlement Statement		B. Type of Loan	
<b>Pacific Title, a division of First American Title Insurance Company</b> <b>Estimated Statement</b>		1-5. Loan Type Conv. Unins.	
		6. File Number 3378	
		7. Loan Number 002004060703	
		8. Mortgage Insurance Case Number	
<b>C. Note:</b> This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown, items marked "(POC)" were paid outside this closing, they are shown here for informational purposes and are not included in the totals.			
<b>D. Name of Borrower:</b> Nanshi C. Ignacio 9000 SOUTH LAS VEGAS BOULEVARD, UNIT 1265, LAS VEGAS, NV 89123			
<b>E. Name of Seller:</b>			
<b>F. Name of Lender:</b> CITIMORTGAGE, INC 7887 E BELLEVIEW AVENUE #400 ENGLEWOOD, CO 80111			
<b>G. Property Location:</b> 9000 SOUTH LAS VEGAS BOULEVARD, UNIT 1265, LAS VEGAS, NV 89123			
<b>H. Settlement Agent:</b> Pacific Title, a division of First American Title Insurance Company Address: 2355 Northside Drive, Suite 201, San Diego, CA 92108 <b>Place of Settlement Address:</b> 2355 Northside Drive, Suite 201, San Diego, CA 92108			<b>I. Estimated Settlement Date:</b>  <b>Print Date:</b> 01/09/2007, 4:19 PM  <b>Disbursement Date:</b>
<b>J. Summary of Borrower's Transaction</b>		<b>K. Summary of Seller's Transaction</b>	
100. Gross Amount Due From Borrower		400. Gross Amount Due To Seller	
101. Contract Sales Price		401. Contract Sales Price	
102. Personal Property		402. Personal Property	
103. Settlement charges to borrower (line 1400)	8,271.66	403. Total Deposits	
104. Supplemental Summary	288,482.59	404.	
105.		405.	
<b>Adjustments for items paid by seller in advance</b>		<b>Adjustments for items paid by seller in advance</b>	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
120. Gross Amount Due From Borrower	296,754.25	420. Gross Amount Due To Seller	
<b>200. Amounts Paid By Or In Behalf of Borrower</b>		<b>500. Reductions In Amount Due To Seller</b>	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	311,250.00	502. Settlement charges (line 1400)	
203. Existing loan(s) taken subject		503. Existing loan(s) taken subject	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
<b>Adjustments for items unpaid by seller</b>		<b>Adjustments for items unpaid by seller</b>	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	311,250.00	520. Total Reduction Amount Due Seller	
<b>300. Cash At Settlement From/To Borrower</b>		<b>600. Cash At Settlement To/From Seller</b>	
301. Gross amount due from Borrower (line 120)	296,754.25	601. Gross amount due to Seller (line 420)	
302. Less amounts paid by/for Borrower (line 220)	311,250.00	602. Less reductions in amounts due to Seller (line 520)	
303. Cash ( From) (X To) Borrower	14,495.75	603.	
The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be			

L. Settlement Charges		Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
<b>700. Total Sales/Broker's Commission based on price</b>			
Division of Commission (line 700) as follows			
701.			
702.			
703. Commission paid at Settlement			
704.			
<b>800. Items Payable in Connection with Loan</b>			
801. Loan Origination Fee			
802. Loan Discount		350.00	
803. Appraisal Fee - Century Appraisals			
804. Credit Report			
805. Lender's Inspection Fee			
806. Mortgage Insurance Application Premium			
807. Assumption Fee		613.00	
808. Commitment Fee - CITIMORTGAGE, INC			
809. Yield Spread Premium - MARICOPA MORTGAGE POC \$656.74		3,112.50	
810. Loan Origination Fee - MARICOPA MORTGAGE		800.00	
811. Processing Fee - MARICOPA MORTGAGE			
812.			
813.			
814.			
Supplemental Summary			
<b>900. Items Required by Lender to be Paid in Advance</b>		1,219.46	
901. Interest 01/10/07 to 02/01/07 @ \$55,430,000/day - CITIMORTGAGE, INC			
902.			
903. Hazard Insurance Premium for			
904.			
905.			
Supplemental Summary			
<b>1000. Reserves Deposited with Lender</b>			
1001. Hazard Insurance			
1002. Mortgage Insurance		407.50	
1003. City Property Taxes 0 mo(s) @ \$0.00/mo			
1004. County Property Taxes			
1005. Annual assessments			
1006.			
1007.			
1008. Aggregate Accounting Adjustment			
<b>1100. Title Charges</b>		450.00	
1101. Settlement or closing fee - Pacific Title, a division of First American Title Insurance Company			
1102. Abstract or title search		35.00	
1103. Title examination - Pacific Title, a division of First American Title Insurance Company			
1104. Title Insurance Binder			
1105. Document Fee - Pacific Title, a division of First American Title Insurance Company		50.00	
1106. Notary Fee			
1107. Attorney Fee			
(includes above item numbers: )			
1108. Title Insurance - See supplemental page for breakdown of individual fees and payees		1,011.20	
(includes above item numbers: )			
1109. Lender's coverage \$311,250.00 Premium \$1,011.20			
1110. Owner's coverage \$0.00			
1111. Fed Ex/Overnight Delivery Fee - Pacific Title, a division of First American Title Insurance Company		30.00	
1112.			
1113.			
1114.			
1115.			
1116.			
1117.			
<b>1200. Government Recording and Transfer Charges</b>		43.00	
1201. *Recording fees: Deed \$43.00 Mortgage \$0.00 Release \$0.00			
1202. City/county tax/stamps:			
1203. State tax/stamps:			
1204.			
1205.			
1206.			
<b>1300. Additional Settlement Charges</b>			
1301. Survey to			
1302. Pest Inspection to			
1303. Loan Sign Up Fee to TBD		150.00	
1304.			
1305.			
1306.			
1307.			
1308.			
1309.			
1310.			
1311.			
1312.			
1313.			
1314.			
Supplemental Summary		8,271.66	
<b>1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)</b>			

(173)

Supplemental Page HUD-1 Settlement Statement		File No. 3378
Pacific Title, a division of First American Title Insurance Company Estimated Statement		Loan No. 002004060703
		Settlement Date:
Borrower Name & Address: Nanshi C. Ignacio 9000 SOUTH LAS VEGAS BOULEVARD, UNIT 1265, LAS VEGAS, NV 89123		
Seller Name & Address:		

Section L. Settlement Charges continued	Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
1108. Supplemental Summary	1,011.20	
a) Lender's Policy - Pacific Title, a division of First American Title Insurance Company		1,011.20
1201. Supplemental Summary	43.00	
a) Record Trust Deed - 1 - Pacific Title, a division of First American Title Insurance Company		43.00

Section J. Summary of Borrower's Transaction continue	Borrower Charges	Borrower Credits
100. Gross Amount Due From Borrower		
104. Supplemental Summary	230,095.53	
a) Principal Balance - ASC X2501-01Z	227,354.15	
Interest on Payoff Loan @ \$0.000000/day	2,717.38	
Statement/Forwarding Fee	10.00	
Recording Fee	14.00	
104. Supplemental Summary	58,029.72	
b) Principal Balance - ASC X2501-01Z	57,095.70	
Interest on Payoff Loan @ \$0.000000/day	910.02	
Statement/Forwarding Fee	10.00	
Recording Fee	14.00	
104. Supplemental Summary	357.34	
c) 2006/2007 3rd Tax Installment: Amount to Clark County Tax Collector	357.34	
200. Amounts Paid By Or In Behalf of Borrower		
The following Section is restated from the Settlement Statement Page 1		
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller
301. Gross amount due from Borrower (line 120)	296,754.25	601. Gross Amount due to Seller (line 420)
302. Less amounts paid by/for Borrower (line 220)	311,250.00	601. Less reductions in amounts due to Seller (line 520)
303. Cash ( From) (X To) Borrower	14,495.75	603.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and distributions made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

BUYER(S):

Nanshi C. Ignacio

Pacific Title, a division of First American Title  
Insurance Company

By  
Ida Lopez

**Exhibit B**

**PLAINTIFFS EXHIBIT B**

**UNRECORDED COPY OF THE DEED OF  
TRUST – A COPY OF THE RECORDED DEED  
OF TRUST WAS NEVER SENT TO ME.**

23

Assessor's Parcel Number:

Return To:  
CitiMortgage, Inc.  
Attn: Document Processing  
P.O. Box 790021  
St. Louis, MO 63179-0021

Prepared By:  
CitiMortgage, Inc.  
7887 E. Belleview Ave.  
Suite 400  
Englewood, CO 80111

Recording Requested By:  
CitiMortgage, Inc.  
7887 E. Belleview Ave.  
Suite 400  
Englewood, CO 80111

[Space Above This Line For Recording Data]

## DEED OF TRUST

MIN 100011520040607030

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated January 9, 2007 together with all Riders to this document.

(B) "Borrower" is Nanshi C Ignacio, An Unmarried Woman

Borrower is the trustor under this Security Instrument.

(C) "Lender" is CitiMortgage, Inc.

002004060703

NEVADA-Single Family-Fannie Mac/Freddie Mac UNIFORM INSTRUMENT  
WITH MERS

VMP-6A(NV) (0510)

Page 1 of 15

Initials: \_\_\_\_\_

VMP Mortgage Solutions, Inc.



CitiMortgage 3.2.6.20 V6

(24)

Lender is a Corporation  
 organized and existing under the laws of New York  
 Lender's address is 1000 Technology Drive, O' Fallon, MO 63368-2240

(D) "Trustee" is First American Title Company

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated January 9, 2007

The Note states that Borrower owes Lender Three Hundred Eleven Thousand Two Hundred Fifty Dollars

(U.S. \$311,250.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than February 1, 2037

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

<input type="checkbox"/> Adjustable Rate Rider	<input checked="" type="checkbox"/> Condominium Rider	<input checked="" type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Other(s) [specify]
		Other(s):

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time 002004060703

Initials: \_\_\_\_\_

(25)

time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County [Type of Recording Jurisdiction]

of Clark

[Name of Recording Jurisdiction]:

SEE ATTACHED EXHIBIT "A" HERETO AND MADE A PART THEREOF

Parcel ID Number:

9000 S LAS VEGAS BLVD #1265

LAS VEGAS

("Property Address"):

which currently has the address of

[Street]

[City], Nevada 89123-3367 [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances

002004060703

Initials: \_\_\_\_\_

VMP-6A(NV) (0510)

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## **Exhibit C**

### **PLAINTIFFS EXHIBIT C**

#### **TRUTH IN LENDING AND REGULATION Z**

*Never received a copy of Truth and  
Lending*